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13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 **FEDERAL TRADE COMMISSION,**

16 Plaintiff,

17 v.

18 **BLACKROCK SERVICES, INC., et**  
19 **al.,**

20 Defendants.

21 Case No. 8:25-cv-00363-HDV-ADS

22 **STIPULATED PRELIMINARY**  
23 **INJUNCTION**

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1 Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil  
2 action on February 24, 2025, pursuant to Sections 13(b) and 19 of the FTC Act, 15  
3 U.S.C. §§ 53(b) and 57b, Section 814 of the FDCPA, 15 U.S.C. § 1692l(a), Section  
4 5581(b)(5)(C)(ii) of the Consumer Financial Protection Act (“CFP Act”), 12  
5 U.S.C. § 5581(b)(5)(C)(ii), and Section 522(a) of the Gramm-Leach-Bliley Act  
6 (“GLB Act”), 15 U.S.C. § 6822(a). On February 27, 2025, on motion by the FTC,  
7 the Court entered an *ex parte* temporary restraining order with asset freeze,  
8 appointment of a receiver, and other equitable relief against Defendants.

9 The FTC, Defendants, and the Court-appointed Receiver, by and through  
10 their undersigned counsel, have stipulated and agreed to the entry of this  
11 preliminary injunction (“Order”). A proposed order has been filed herewith.

### 12 FINDINGS OF FACT

13 By stipulation of the parties, the Court finds as follows:

- 14 A. The FTC and Defendants have stipulated and agreed to the entry of this Order  
15 without any admission of wrongdoing or violation of law, and without a finding  
16 by the Court of law or fact other than stated below.
- 17 B. Defendants waive all rights to seek judicial review or otherwise challenge or  
18 contest the validity of this Order.
- 19 C. This Court has jurisdiction over the subject matter of this case, and there is  
20 good cause to believe that it will have jurisdiction over all parties hereto and  
21 that venue in this District is proper.
- 22 D. The FTC asserts that there is good cause to believe that Defendants have  
23 engaged in and are likely to engage in acts or practices that violate Section 5(a)  
24 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a), the Fair  
25 Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692-1692p, and its  
26 associated Regulation F, 12 C.F.R. Part 1006, Section 521 of the Gramm-  
27 Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6821, and the FTC’s Trade  
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1 Regulation Rule on Impersonation of Government and Businesses  
2 (“Impersonation Rule”), 16 C.F.R. Part 461, and that the FTC is therefore likely  
3 to prevail on the merits of the action.

- 4 E. The FTC asserts that there is good cause to believe that immediate and  
5 irreparable harm will result from Defendants’ ongoing violations of the FTC  
6 Act, the FDCPA, Regulation F, the GLB Act, and the Impersonation Rule  
7 unless Defendants are restrained and enjoined by order of this Court.  
8 F. The FTC asserts that good cause exists for continuing the receivership over the  
9 Receivership Entities and the freeze over Defendants’ assets.  
10 G. Entry of this Order is in the public interest.  
11 H. This Court has authority to issue this Order pursuant to Section 13(b) of the  
12 FTC Act, 15 U.S.C. § 53(b); Fed. R. Civ. P. 65; and the All Writs Act, 28  
13 U.S.C. § 1651.  
14 I. No security is required of any agency of the United States for issuance of a  
15 temporary restraining order. Fed. R. Civ. P. 65(c).

## 17 DEFINITIONS

18 For purposes of this Order, the following definitions shall apply:

- 19 A. “**Asset**” means any legal or equitable interest in, right to, or claim to, any  
20 property, wherever located and by whomever held.  
21 B. “**Consumer**” means a natural person, an organization or other legal entity,  
22 including a corporation, partnership, sole proprietorship, limited liability  
23 company, association, cooperative, or any other group or combination acting  
24 as an entity.  
25 C. “**Corporate Defendant(s)**” means Blackrock Services, Inc., Liberty Credit  
26 Management, Inc., Civil Complaint Administration, Pacific Billing Solutions,  
27 and Cornerstone Legal Group, LLC, and each of their d/b/a’s, subsidiaries,  
28 affiliates, successors, and assigns.

- 1 D. “**Debt**” means any obligation or alleged obligation to pay money arising out of  
2 a transaction, whether or not such obligation has been reduced to judgment.
- 3 E. “**Debt Collection Activity**” means any activity of a Debt Collector to collect or  
4 attempt to collect, directly or indirectly, a Debt owed or due, asserted to be  
5 owed or due.
- 6 F. “**Debt Collector**” means any Person who uses any instrumentality of interstate  
7 commerce or the mail in any business the principal purpose of which is the  
8 collection of Debts, or who regularly collects or attempts to collect, directly or  
9 indirectly, Debts owed or due or asserted to be owed or due another. The term  
10 also includes any creditor who, in the process of collecting its own Debts, uses  
11 any name other than its own which would indicate that a third Person is  
12 collecting or attempting to collect such Debts. The term also includes any  
13 Person to the extent such Person collects or attempts to collect any Debt that  
14 was in default at the time it was obtained by such Person.
- 15 G. “**Defendants**” means Corporate Defendants and Individual Defendants,  
16 individually, collectively, or in any combination.
- 17 H. “**Document**” is synonymous in meaning and equal in scope to the usage of  
18 “document” and “electronically stored information” in Federal Rule of Civil  
19 Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs,  
20 charts, photographs, sound and video recordings, images, Internet sites, web  
21 pages, websites, electronic correspondence, including e-mail and instant  
22 messages, contracts, accounting data, advertisements, FTP Logs, Server Access  
23 Logs, books, written or printed records, handwritten notes, telephone logs,  
24 telephone scripts, transcripts of calls, receipt books, ledgers, personal and  
25 business canceled checks and check registers, bank statements, appointment  
26 books, computer records, customer or sales databases and any other  
27 electronically stored information, including documents located on remote  
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1 servers or cloud computing systems, and other data or data compilations from  
2 which information can be obtained directly or, if necessary, after translation  
3 into a reasonably usable form. A draft or non-identical copy is a separate  
4 document within the meaning of the term.

5 I. **“Electronic Data Host”** means any person or entity in the business of storing,  
6 hosting, or otherwise maintaining electronically stored information. This  
7 includes, but is not limited to, any entity hosting a website or server, and any  
8 entity providing “cloud based” electronic storage.

9 J. **“Individual Defendants”** means Ryan Evans and Mitchell Evans.

10 K. **“Receiver”** means the receiver appointed in Section XII of this Order and any  
11 deputy receivers that shall be named by the receiver.

12 L. **“Receivership Entities”** means Corporate Defendants as well as any other  
13 entity that has conducted any business related to Defendants’ debt collection  
14 activities or related business activities, including receipt of Assets derived  
15 from any activity that is the subject of the Complaint in this matter, and that the  
16 Receiver determines is controlled or owned by any Defendant.  
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## ORDER

## **I. PROHIBITED CONDUCT IN CONNECTION WITH DEBT COLLECTION ACTIVITIES**

**IT IS ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are temporarily restrained and enjoined from:

- A. Misrepresenting or assisting others in misrepresenting, directly or indirectly, expressly or by implication:
    - a. That any Consumer is delinquent on a loan, credit card, or other Debt or related amount;
    - b. That any Consumer has a legal obligation to pay any Defendant or any other person;
    - c. That nonpayment of a Debt will result in a Consumer's arrest, criminal prosecution, criminal conviction, or imprisonment;
    - d. That nonpayment of a Debt will result in civil litigation against a Consumer, or in the seizure, garnishment, or attachment of a Consumer's property or wages;
    - e. That any Defendant or any other person has taken, intends to take, or has authority to take formal legal action against a Consumer who fails to pay any Debt;
    - f. That Consumer's outstanding debt has been reported to the credit bureaus, or that Defendants will have Consumers' outstanding debt deleted from the Consumer's credit bureau report; or
    - g. The character, amount, or legal status of a Debt;

- 1       B. Threatening to take any action that is not lawful or that any Defendant or
- 2           any other person does not intend to take;
- 3       C. Using any false representation or deceptive means to collect or attempt to
- 4           collect a Debt or to obtain information concerning a Consumer;
- 5       D. Failing to disclose or disclose adequately (1) in the initial communication
- 6           with a Consumer that any Defendant or any other person is a debt
- 7           collector attempting to collect a Debt and that any information obtained
- 8           will be used for that purpose, or (2) in subsequent communications with
- 9           Consumers that any Defendant or any other person is a debt collector;
- 10      E. Placing telephone calls without meaningful disclosure of the caller's
- 11           identity;
- 12      F. Using business, company, or organization names other than the true name
- 13           of Defendants' business;
- 14      G. Failing to provide Consumers, within five days after the initial
- 15           communication with Consumers, a written notice containing (1) the
- 16           amount of the Debt; (2) the name of the creditor to whom the Debt is
- 17           owed; (3) a statement that unless the Consumer, within thirty days after
- 18           receipt of the notice, disputes the validity of the Debt, or any portion
- 19           thereof, the Debt will be assumed to be valid by Defendants; (4) a
- 20           statement that if the Consumer notifies Defendants in writing within the
- 21           thirty-day period that the Debt, or any portion thereof, is disputed,
- 22           Defendants will obtain verification of the Debt or a copy of a judgment
- 23           against the Consumer and a copy of such verification or judgment will be
- 24           mailed to the Consumer by Defendants; and (5) a statement that, upon the
- 25           Consumer's written request within the thirty-day period, Defendants will
- 26           provide the Consumer with the name and address of the original creditor,
- 27           if different from the current creditor; and
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1           H. Making false, fictitious, or fraudulent statements or representations to  
2           customers of financial institutions to obtain or attempt to obtain customer  
3           information of a financial institution, such as credit or debit card numbers  
4           or bank account and routing numbers.

5           **II. PROHIBITED CONDUCT IN CONNECTION WITH OTHER  
6           GOODS AND SERVICES**

7           **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
8           agents, employees, and attorneys, and all other persons in active concert or  
9           participation with any of them, who receive actual notice of this Order, whether  
10          acting directly or indirectly, in connection with the advertising, marketing,  
11          promoting, or offering for sale of any goods or services, are temporarily restrained  
12          and enjoined from:

13           A. Misrepresenting or assisting others in misrepresenting, directly or  
14           indirectly, expressly or by implication, any fact material to Consumers  
15           concerning such good or service, such as any benefit of such good or  
16           service; the existence, amount, or timing of any fee or charge, or the total  
17           cost to purchase, receiver, or use such good or service; any material  
18           restrictions, limitations, or conditions to purchase, receive, or use such  
19           good or service; or any material aspect of the performance, efficacy,  
20           nature, or central characteristic of such product or service; and

21           B. Making or assisting others in making false, fictitious, or fraudulent  
22           statements or representations to customers of financial institutions to  
23           obtain or attempt to obtain customer information of a financial  
24           institution, such as credit or debit card numbers or bank account and  
25           routing numbers.

1                   **III. PROHIBITION ON RELEASE OF CUSTOMER**  
2                   **INFORMATION**

3                   **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
4 agents, employees, and attorneys, and all other persons in active concert or  
5 participation with any of them, who receive actual notice of this Order, whether  
6 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

- 7                   A. Selling, renting, leasing, transferring, or otherwise disclosing the name,  
8 address, birth date, telephone number, email address, credit card number,  
9 bank account number, Social Security number, or other financial or  
10 identifying information of any person that any Defendant obtained in  
11 connection with any activity that pertains to the subject matter of this  
12 Order; and  
13  
14                   B. Benefitting from or using the name, address, birth date, telephone  
15 number, email address, credit card number, bank account number, Social  
16 Security number, or other financial or identifying information of any  
17 person that any Defendant obtained in connection with any activity that  
18 pertains to the subject matter of this Order.  
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20                   C. *Provided, however,* that Defendants may disclose such identifying  
21 information to a law enforcement agency; to their attorneys, as required  
22 for their defense, as required by any law, regulation, or court order; or in  
23 any filings, pleadings, or discovery in this action in the manner required  
24 by the Federal Rules of Civil Procedure and by any protective order in  
the case.

25                   **IV. ASSET FREEZE**

26                   **IT IS FURTHER ORDERED** that, except as set forth in Section IV.F and  
27 IV.G, and until further order of this Court, Defendants, Defendants' officers,  
28 agents, employees, and attorneys, and all other persons in active concert or

1 participation with any of them, who receive actual notice of this Order, whether  
2 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

- 3 A. Transferring, liquidating, converting, encumbering, pledging, loaning,  
4 selling, concealing, dissipating, disbursing, assigning, relinquishing,  
5 spending, withdrawing, granting a lien or security interest or other  
6 interest in, or otherwise disposing of any Assets that are:
  - 7 1. owned or controlled, directly or indirectly, by any Defendant;
  - 8 2. held, in part or in whole, for the benefit of any Defendant;
  - 9 3. in the actual or constructive possession of any Defendant; or
  - 10 4. owned or controlled by, in the actual or constructive possession of, or  
11 otherwise held for the benefit of, any corporation, partnership, asset  
12 protection trust, or other entity that is directly or indirectly owned,  
13 managed or controlled by any Defendant.
- 14 B. Opening or causing to be opened any safe deposit boxes, commercial  
15 mail boxes, or storage facilities titled in the name of any Defendant or  
16 subject to access by any Defendant, except as necessary to comply with  
17 written requests from the Receiver acting pursuant to its authority under  
18 this Order;
- 19 C. Incurring charges or cash advances on any credit, debit, or ATM card  
20 issued in the name, individually or jointly, of any Corporate Defendant or  
21 any corporation, partnership, or other entity directly or indirectly owned,  
22 managed, or controlled by any Defendant or of which any Defendant is  
23 an officer, director, member, or manager. This includes any corporate  
24 bankcard or corporate credit card account for which any Defendant is, or  
25 was on the date that this Order was signed, an authorized signor; or
- 26 D. Cashing any checks or depositing any money orders or cash received  
27 from Consumers, clients, or customers of any Defendant.

1 E. The Assets affected by this Section shall include: (1) all Assets of  
2 Defendants as of the time this Order is entered; and (2) Assets obtained  
3 by Defendants after this Order is entered if those Assets are derived from  
4 any activity that is the subject of the Complaint in this matter or that is  
5 prohibited by this Order. This Section does not prohibit any transfers to  
6 the Receiver or repatriation of foreign Assets specifically required by this  
7 order.

8 F. Individual Defendant may retain and spend income received from  
9 employment unrelated to Debt Collection Activities performed after the  
10 date of entry of this order. Within five (5) business days upon deposit of  
11 any such funds, and prior to the withdrawal of any such funds, Individual  
12 Defendants shall identify to the FTC's counsel and the Receiver all  
13 deposits of income received from employment unrelated to Debt  
14 Collection Activities performed after the date of entry of this Order, the  
15 amount and source of the income, and the identity of the employer.  
16 Individual Defendants shall also provide the FTC and the Receiver  
17 documentation (*e.g.*, a pay stub) evidencing the source and nature of such  
18 deposit. The Receiver may request that Individual Defendants provide  
19 additional documentation concerning the source and nature of the  
20 proposed deposit as he deems necessary. The Receiver may object to any  
21 proposed deposit of this income within three (3) business days of  
22 identification and provision of documentation upon a determination that  
23 the funds violate any provision of this Order, including a determination  
24 that the funds relate to Debt Collection Activities. Upon the Receiver's  
25 objection, the funds must be transferred into an account of the Individual  
26 Defendant which is subject to the asset freeze imposed by Section IV of  
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1           this Order. Individual Defendant shall cooperate with the Receiver in the  
2           same manner as set forth in Section XVI of this Order.

3           G. Individual Defendants may retain and spend Assets required by loan or  
4           gift after the date of entry of this Order only after identifying such Assets  
5           to FTC counsel. This sub-section shall not apply to loans or gifts valued  
6           at less than \$500.

7           **V. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

8           **IT IS FURTHER ORDERED** that any financial or brokerage institution,

9           Electronic Data Host, credit card processor, payment processor, merchant bank,  
10          acquiring bank, independent sales organization, third party processor, payment  
11          gateway, insurance company, business entity, or person who receives actual notice  
12          of this Order (by service or otherwise) that (a) has held, controlled, or maintained  
13          custody, through an account or otherwise, of any Document on behalf of any  
14          Defendant or any Asset that has been owned or controlled, directly or indirectly, by  
15          any Defendant; held, in part or in whole, for the benefit of any Defendant; in the  
16          actual or constructive possession of any Defendant; or owned or controlled by, in  
17          the actual or constructive possession of, or otherwise held for the benefit of, any  
18          corporation, partnership, asset protection trust, or other entity that is directly or  
19          indirectly owned, managed or controlled by any Defendant; (b) has held,  
20          controlled, or maintained custody, through an account or otherwise, of any  
21          Document or Asset associated with credits, debits, or charges made on behalf of  
22          any Defendant, including reserve funds held by payment processors, credit card  
23          processors, merchant banks, acquiring banks, independent sales organizations,  
24          third party processors, payment gateways, insurance companies, or other entities;  
25          or (c) has extended credit to any Defendant, including through a credit card  
26          account, shall:

27           A. Hold, preserve, and retain within its control and prohibit the withdrawal,

1 removal, alteration, assignment, transfer, pledge, encumbrance,  
2 disbursement, dissipation, relinquishment, conversion, sale, or other  
3 disposal of any such Document or Asset, as well as all Documents or  
4 other property related to such Assets, except by further order of this  
5 Court or, with respect to any Document or Asset owned by, held in the  
6 name of, for the benefit of, or otherwise controlled by any Receivership  
7 Entity, as directed in writing by the Receiver; *provided, however,* that  
8 this provision does not prohibit an Individual Defendant from incurring  
9 charges on a personal credit card established prior to entry of this Order,  
10 up to the pre-existing credit limit;

- 11 B. Deny any person, except the Receiver, access to any safe deposit box,  
12 commercial mail box, or storage facility that is titled in the name of any  
13 Defendant, either individually or jointly, or otherwise subject to access  
14 by any Defendant;
- 15 C. Provide the FTC's counsel and the Receiver, within three (3) days of  
16 receiving a copy of this Order, a sworn statement setting forth, for each  
17 Asset or account covered by this Section:
- 18 1. The identification number of each such account or Asset;  
19 2. The balance of each such account, or a description of the nature and  
20 value of each such Asset, as of the close of business on the day that  
21 this Order is served, and, if the account or other Asset has been closed  
22 or removed, the date closed or removed, the total funds removed in  
23 order to close the account, and the name of the person or entity to  
24 whom such account or other Asset was remitted; and  
25 3. The identification of any safe deposit box, commercial mailbox, or  
26 storage facility that is either titled in the name, individually or jointly,  
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of any Defendant, or is otherwise subject to access by any Defendant;  
and

D. Upon the request of FTC counsel or the Receiver, promptly provide FTC counsel and the Receiver with copies of all records or other Documents pertaining to any account or Asset covered by this Section, including originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts (including wire transfers and wire transfer instructions), all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and all logs and records pertaining to safe deposit boxes, commercial mail boxes, and storage facilities.

E. *Provided, however,* that a third party does not have to provide the information required in sub-sections C and D if (1) such third party has complied with the similar provision set forth in the TRO and (2) the information provided has not changed.

F. *Provided, however,* that this Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

## **VI. FINANCIAL DISCLOSURES**

**IT IS FURTHER ORDERED** that each Defendant, within five (5) days of service of this Order upon them, shall prepare and deliver to FTC counsel and the Receiver:

- A. Completed financial statements on the forms attached to this Order as **Attachment A** (Financial Statement of Individual Defendant) for each Individual Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for each Corporate Defendant; and
- B. Completed **Attachment C** (IRS Form 4506, Request for Copy of a Tax

1           Return) for each Defendant.

2           C. *Provided, however,* that Defendants does not have to provide such  
3           financial reports if (1) they have complied with the similar provision set  
4           forth in the TRO and (2) the information provided has not changed.

5           **VII. FOREIGN ASSET REPATRIATION**

6           **IT IS FURTHER ORDERED** that within five (5) days of service of this  
7           Order upon them, each Defendant shall:

8           A. Provide FTC counsel with a full accounting, verified under oath and  
9           accurate as of the date of this Order, of all Assets, Documents, and  
10          accounts outside of the United States that are: (1) titled in the name,  
11          individually or jointly, of any Defendant; (2) held by any person or entity  
12          for the benefit of any Defendant or for the benefit of, any corporation,  
13          partnership, asset protection trust, or other entity that is directly or  
14          indirectly owned, managed or controlled by any Defendant; or (3) under  
15          the direct or indirect control, whether jointly or singly, of any Defendant;

16           B. Take all steps necessary to provide FTC counsel and Receiver access to  
17          all Documents and records that may be held by third parties located  
18          outside of the territorial United States of America, including signing the  
19          Consent to Release of Financial Records appended to this Order as

20           **Attachment D;**

21           C. Transfer to the territory of the United States all Documents and Assets  
22          located in foreign countries that are: (1) titled in the name, individually or  
23          jointly, of any Defendant; (2) held by any person or entity for the benefit  
24          of any Defendant or for the benefit of, any corporation, partnership, asset  
25          protection trust, or other entity that is directly or indirectly owned,  
26          managed or controlled by any Defendant; or (3) under the direct or  
27          indirect control, whether jointly or singly, of any Defendant; and

1           D. The same business day as any repatriation, (1) notify the Receiver and  
2           FTC counsel of the name and location of the financial institution or other  
3           entity that is the recipient of such Documents or Assets; and (2) serve this  
4           Order on any such financial institution or other entity.

5           **VIII. NON-INTERFERENCE WITH REPATRIATION**

6           **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
7           agents, employees, and attorneys, and all other persons in active concert or  
8           participation with any of them, who receive actual notice of this Order, whether  
9           acting directly or indirectly, are hereby temporarily restrained and enjoined from  
10          taking any action, directly or indirectly, which may result in the encumbrance or  
11          dissipation of foreign Assets, or in the hindrance of the repatriation required by this  
12          Order, including, but not limited to:

- 13           A. Sending any communication or engaging in any other act, directly or  
14           indirectly, that results in a determination by a foreign trustee or other  
15           entity that a "duress" event has occurred under the terms of a foreign  
16           trust agreement until such time that all Defendants' Assets have been  
17           fully repatriated pursuant to this Order; and  
18  
19           B. Notifying any trustee, protector or other agent of any foreign trust or  
20           other related entities of either the existence of this Order, or of the fact  
21           that repatriation is required pursuant to a court order, until such time that  
22           all Defendants' Assets have been fully repatriated pursuant to this Order.

23           **IX. CONSUMER CREDIT REPORTS**

24           **IT IS FURTHER ORDERED** that the FTC may obtain credit reports  
25           concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit  
26           Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any credit  
27           reporting agency from which such reports are requested shall provide them to the  
28           FTC.

## **X. PRESERVATION OF RECORDS**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from:

- A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to: (1) the business, business practices, Assets, or business or personal finances of any Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Defendant; and
- B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of Defendants' Assets.

## **XI. REPORT OF NEW BUSINESS ACTIVITY**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily restrained and enjoined from creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing FTC counsel and the Receiver with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals,

1 managers, and employees; and (4) a detailed description of the business entity's  
2 intended activities.

3 **XII. CONTINUATION OF RECEIVERSHIP**

4 **IT IS FURTHER ORDERED** that Thomas McNamara shall continue as  
5 receiver of the Receivership Entities with full powers of an equity receiver. The  
6 Receiver shall be solely the agent of this Court in acting as Receiver under this  
7 Order.

8 **XIII. DUTIES AND AUTHORITY OF RECEIVER**

9 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized  
10 to accomplish the following:

- 11 A. Assume full control of Receivership Entities by removing, as the  
12 Receiver deems necessary or advisable, any director, officer, independent  
13 contractor, employee, attorney, or agent of any Receivership Entity from  
14 control of, management of, or participation in, the affairs of the  
15 Receivership Entity;
- 16 B. Take exclusive custody, control, and possession of all Assets and  
17 Documents of, or in the possession, custody, or under the control of, any  
18 Receivership Entity, wherever situated;
- 19 C. Take exclusive custody, control, and possession of all Documents or  
20 Assets associated with credits, debits, or charges made on behalf of any  
21 Receivership Entity, wherever situated, including reserve funds held by  
22 payment processors, credit card processors, merchant banks, acquiring  
23 banks, independent sales organizations, third party processors, payment  
24 gateways, insurance companies, or other entities;
- 25 D. Conserve, hold, manage, and prevent the loss of all Assets of the  
26 Receivership Entities, and perform all acts necessary or advisable to  
27 preserve the value of those Assets. The Receiver shall assume control

1 over the income and profits therefrom and all sums of money now or  
2 hereafter due or owing to the Receivership Entities. The Receiver shall  
3 have full power to sue for, collect, and receive all Assets of the  
4 Receivership Entities and of other persons or entities whose interests are  
5 now under the direction, possession, custody, or control of the  
6 Receivership Entities. *Provided, however,* that the Receiver shall not  
7 attempt to collect any amount from a Consumer if the Receiver believes  
8 the Consumer's debt to the Receivership Entities has resulted from the  
9 deceptive acts or practices or other violations of law alleged in the  
10 Complaint in this matter, without prior Court approval;

11 E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of  
12 the Receivership Entities, and perform all acts necessary or advisable to  
13 preserve such Documents. The Receiver shall: divert mail; preserve all  
14 Documents of the Receivership Entities that are accessible via electronic  
15 means (such as online access to financial accounts and access to  
16 electronic documents held onsite or by Electronic Data Hosts, by  
17 changing usernames, passwords or other log-in credentials); take  
18 possession of all electronic Documents of the Receivership Entities  
19 stored onsite or remotely; take whatever steps necessary to preserve all  
20 such Documents; and obtain the assistance of the FTC's Digital Forensic  
21 Unit for the purpose of obtaining electronic documents stored onsite or  
22 remotely;

23 F. Choose, engage, and employ attorneys, accountants, appraisers, and other  
24 independent contractors and technical specialists, as the Receiver deems  
25 advisable or necessary in the performance of duties and responsibilities  
26 under the authority granted by this Order;

27 G. Make payments and disbursements from the receivership estate that are

1 necessary or advisable for carrying out the directions of, or exercising the  
2 authority granted by, this Order, and to incur, or authorize the making of,  
3 such agreements as may be necessary and advisable in discharging his or  
4 her duties as Receiver. The Receiver shall apply to the Court for prior  
5 approval of any payment of any debt or obligation incurred by the  
6 Receivership Entities prior to the date of entry of this Order, except  
7 payments that the Receiver deems necessary or advisable to secure  
8 Assets of the Receivership Entities, such as rental payments;

9 H. Take all steps necessary to secure and take exclusive custody of each  
10 location from which the Receivership Entities operate their businesses.  
11 Such steps may include, but are not limited to, any of the following, as  
12 the Receiver deems necessary or advisable: (1) securing the location by  
13 changing the locks and alarm codes and disconnecting any internet access  
14 or other means of access to the computers, servers, internal networks, or  
15 other records maintained at that location; and (2) requiring any persons  
16 present at the location to leave the premises, to provide the Receiver with  
17 proof of identification, or to demonstrate to the satisfaction of the  
18 Receiver that such persons are not removing from the premises  
19 Documents or Assets of the Receivership Entities. Law enforcement  
20 personnel, including, but not limited to, police or sheriffs, may assist the  
21 Receiver in implementing these provisions in order to keep the peace and  
22 maintain security. If requested by the Receiver, the United States  
23 Marshal will provide appropriate and necessary assistance to the  
24 Receiver to implement this Order and is authorized to use any necessary  
25 and reasonable force to do so;

27 I. Take all steps necessary to prevent the modification, destruction, or  
28 erasure of any web page or website registered to and operated, in whole

- 1 or in part, by any Defendants, and to provide access to all such web page  
2 or websites to the FTC's representatives, agents, and assistants, as well as  
3 Defendants and their representatives;
- 4 J. Enter into and cancel contracts and purchase insurance as advisable or  
5 necessary;
- 6 K. Prevent the inequitable distribution of Assets and determine, adjust, and  
7 protect the interests of Consumers who have transacted business with the  
8 Receivership Entities;
- 9 L. Make an accounting, as soon as practicable, of the Assets and financial  
10 condition of the receivership and file the accounting with the Court and  
11 deliver copies thereof to all parties;
- 12 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of,  
13 or otherwise become party to any legal action in state, federal or foreign  
14 courts or arbitration proceedings as the Receiver deems necessary and  
15 advisable to preserve or recover the Assets of the Receivership Entities,  
16 or to carry out the Receiver's mandate under this Order, including, but  
17 not limited to, actions challenging fraudulent or voidable transfers;
- 18 N. Issue subpoenas to obtain Documents and records pertaining to the  
19 Receivership, and conduct discovery in this action on behalf of the  
20 receivership estate, in addition to obtaining other discovery as set forth in  
21 this Order;
- 22 O. Open one or more bank accounts at designated depositories for funds of  
23 the Receivership Entities. The Receiver shall deposit all funds of the  
24 Receivership Entities in such designated accounts and shall make all  
25 payments and disbursements from the receivership estate from such  
26 accounts. The Receiver shall serve copies of monthly account statements  
27 on all parties;
- 28

- 1 P. Maintain accurate records of all receipts and expenditures incurred as  
2 Receiver;
- 3 Q. Allow the FTC's representatives, agents, and assistants, as well as  
4 Defendants' representatives and Defendants themselves, reasonable  
5 access to the premises of the Receivership Entities, or any other premises  
6 where the Receivership Entities conduct business. The purpose of this  
7 access shall be to inspect and copy any and all books, records,  
8 Documents, accounts, and other property owned by, or in the possession  
9 of, the Receivership Entities or their agents. The Receiver shall have the  
10 discretion to determine the time, manner, and reasonable conditions of  
11 such access.
- 12 R. Allow the FTC's representatives, agents, and assistants, as well as  
13 Defendants and their representatives reasonable access to all Documents  
14 in the possession, custody, or control of the Receivership Entities;
- 15 S. Cooperate with reasonable requests for information or assistance from  
16 any state or federal civil or criminal law enforcement agency;
- 17 T. Suspend business operations of the Receivership Entities if in the  
18 judgment of the Receiver such operations cannot be continued legally  
19 and profitably;
- 20 U. If the Receiver identifies a nonparty entity as a Receivership Entity,  
21 promptly notify the entity as well as the parties, and inform the entity that  
22 it can challenge the Receiver's determination by filing a motion with the  
23 Court. *Provided, however,* that the Receiver may delay providing such  
24 notice until the Receiver has established control of the nonparty entity  
25 and its assets and records, if the Receiver determines that notice to the  
26 entity or the parties before the Receiver establishes control over the entity  
27  
28

1 may result in the destruction of records, dissipation of assets, or any other  
2 obstruction of the Receiver's control of the entity;

3 V. If in the Receiver's judgment the business operations cannot be continued  
4 legally and profitably, take all steps necessary to ensure that any of the  
5 Receivership Entities' web pages or websites relating to the activities  
6 alleged in the Complaint cannot be accessed by the public, or are  
7 modified for consumer education and/or informational purposes, and take  
8 all steps necessary to ensure that any telephone numbers associated with  
9 the Receivership Entities cannot be accessed by the public, or are  
10 answered solely to provide consumer education or information regarding  
11 the status of operations; and

12 W. If the Receiver makes the good faith determination that the business of  
13 the Receivership Entities cannot be lawfully operated at a profit, the  
14 Receiver is directed and authorized to wind up the business affairs of the  
15 Receivership Entities, including, where appropriate, liquidating all assets.  
16 The Receiver may take any necessary measures to preserve the assets of  
17 the receivership estate, including the sale of property and the termination  
18 of contracts, including but limited to leases of business premises.

20 **XIV. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

21 **IT IS FURTHER ORDERED** that Defendants and any other person, with  
22 possession, custody or control of property of, or records relating to, the  
23 Receivership Entities shall, upon notice of this Order by personal service or  
24 otherwise, fully cooperate with and assist the Receiver in taking and maintaining  
25 possession, custody, or control of the Assets and Documents of the Receivership  
26 Entities and immediately transfer or deliver to the Receiver possession, custody,  
27 and control of, the following:

28 A. All Assets held by or for the benefit of the Receivership Entities;

- 1           B. All Documents or Assets associated with credits, debits, or charges made  
2           on behalf of any Receivership Entity, wherever situated, including  
3           reserve funds held by payment processors, credit card processors,  
4           merchant banks, acquiring banks, independent sales organizations, third  
5           party processors, payment gateways, insurance companies, or other  
6           entities;
- 7           C. All Documents of, or pertaining to, the Receivership Entities;
- 8           D. All computers, electronic devices, mobile devices and machines used to  
9           conduct the business of the Receivership Entities;
- 10          E. All Assets and Documents belonging to other persons or entities whose  
11           interests are under the direction, possession, custody, or control of the  
12           Receivership Entities; and
- 13          F. All keys, codes, user names and passwords necessary to gain or to secure  
14           access to any Assets or Documents of, or pertaining to, the Receivership  
15           Entities, including access to their business premises, means of  
16           communication, accounts, computer systems (onsite and remote),  
17           Electronic Data Hosts, or other property.

19           In the event that any person or entity fails to deliver or transfer any Asset or  
20           Document, or otherwise fails to comply with any provision of this Section, the  
21           Receiver may file an Affidavit of Non-Compliance regarding the failure and a  
22           motion seeking compliance or a contempt citation.

23           **XV. PROVISION OF INFORMATION TO THE RECEIVER**

24           **IT IS FURTHER ORDERED** that Defendants shall immediately provide  
25           to the Receiver:

- 26          A. A list of all Assets and accounts of the Receivership Entities that are held  
27           in any name other than the name of a Receivership Entity, or by any  
28           person or entity other than a Receivership Entity;

- 1           B. A list of all agents, employees, officers, attorneys, servants and those  
2           persons in active concert and participation with the Receivership Entities,  
3           or who have been associated or done business with the Receivership  
4           Entities; and  
5           C. A description of any documents covered by attorney-client privilege or  
6           attorney work product, including files where such documents are likely to  
7           be located, authors or recipients of such documents, and search terms  
8           likely to identify such electronic documents.  
9           D. *Provided, however,* that Defendants does not have to provide such  
10          information if (1) they have complied with the similar provision set forth  
11          in the TRO and (2) the information provided has not changed.

12           **XVI. COOPERATION WITH THE RECEIVER**

13           **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
14          Defendants' or Receivership Entities' officers, agents, employees, and attorneys,  
15          all other persons in active concert or participation with any of them, and any other  
16          person with possession, custody, or control of property of, or records relating to,  
17          the Receivership entities who receive actual notice of this Order shall fully  
18          cooperate with and assist the Receiver. This cooperation and assistance shall  
19          include, but is not limited to:

- 20           A. Providing information to the Receiver that the Receiver deems necessary  
21           to exercise the authority and discharge the responsibilities of the Receiver  
22           under this Order;  
23           B. Providing any keys, codes, user names and passwords required to access  
24           any computers, electronic devices, mobile devices, and machines (onsite  
25           or remotely), and any cloud account (including the specific method to  
26           access such account) or electronic file in any medium;  
27           C. Transferring the Receivership Entities' domain names to the Receiver's

control, including but not limited to: blgme.com, blghome.com, blackrocklegal.net, blackrockinfo.com, eblackrock.com, blackrocklg.com, blackrocklogin.com, 4blackrock.com, toblackrock.com, “iblackrock.net, 2blackrock.com, blackrock2.com, blackrock100.com, brlg.net, blackrockservices.net, blackwaterinfo.com, blackwaterlg.com, blhelp.com, blackrock911.com, toblg.comcivilcomplaint.net, civilcomplaints.net, civilcomplaint.org, 1clg.com, icornerstone.net, ucornerstone.com, cornerstone911.com, cornerstonelg.com, cornerstone100.com, joincornerstone.com, blackrockservices.net, heritagedocs.com, firstamericanbilling.com, firstnationalbilling.com, pacificbilling.com, pacificbilling.org, pacificbillings.com, pacificlegal.net, pacific-legal.com, pacificbillingsolutions.com, pacificlaw.net, pacific-legal.com, pacific-billing.com coastbilling.com, frontierbilling.com, pacbilling.com, progressivelg.com, cherrywoodbilling.com, northwestbilling.com, acornbilling.com, aegisdocs.com, heritage-legal.com, toheritage.com, centurybilling.net, centurylaw.net, clgcollections.com, lauriebrows.com, aegislg.com, aegishelp.com, aegislegalgroup.com, Libertycredit.net, blackstoneinfo.com, blackstonelegalgroup.com, blghelp.com and blackrocklegal.net;

D. Advising all persons who owe money to any Receivership Entity that all debts should be paid directly to the Receiver; and

E. Transferring funds at the Receiver’s direction and producing records related to the Assets and sales of the Receivership Entities.

## **XVII. NON-INTERFERENCE WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants’ or Receivership Entities’ officers, agents, employees, attorneys, and

all other persons in active concert or participation with any of them, who receive actual notice of this Order, and any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

- A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession of, the Assets or Documents subject to the receivership;
  - B. Transacting any of the business of the Receivership Entities;
  - C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities; or
  - D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

## XVIII. STAY OF ACTIONS

**IT IS FURTHER ORDERED** that:

- A. Except by leave of this Court, during the pendency of the receivership ordered herein, Defendants, Defendants' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors, stockholders, lessors, customers, and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including, but not limited to:

- 1     1. Filing or assisting in the filing of a petition for relief under the  
2         Bankruptcy Code, 11 U.S.C. § 101 et seq., or of any similar  
3         insolvency proceeding on behalf of the Receivership Entities;
- 4     2. Commencing, prosecuting, or continuing a judicial, administrative, or  
5         other action or proceeding against the Receivership Entities, including  
6         the issuance or employment of process against the Receivership  
7         Entities, except that such actions may be commenced if necessary to  
8         toll any applicable statute of limitations; or
- 9     3. Filing or enforcing any lien on any asset of the Receivership Entities;  
10         taking or attempting to take possession, custody, or control of any  
11         Asset of the Receivership Entities; or attempting to foreclose, forfeit,  
12         alter, or terminate any interest in any Asset of the Receivership  
13         Entities, whether such acts are part of a judicial proceeding, are acts of  
14         self-help, or otherwise; and

15     B. The Receiver and his agents acting within the scope of such agency  
16         ("Retained Personnel") are entitled to rely on all outstanding rules of law  
17         and orders of this Court and shall not be liable to anyone for their own  
18         good faith compliance with any order, rule, law, judgment, or decree. In  
19         no event shall the Receiver or any Retained Personnel be liable to any  
20         Person (except the FTC) for their acts or omissions or their good faith  
21         compliance with their duties and responsibilities, except as a result of a  
22         finding by this Court that they acted or failed to act as a result of  
23         malfeasance, bad faith, gross negligence, or in reckless disregard of their  
24         duties. Any person (except the FTC) seeking recovery from the Receiver  
25         or any Retained Personnel for conduct in the course of the administration  
26         of this estate must first obtain leave from this Court. This Court shall  
27         retain jurisdiction over any action filed against the Receiver or any

1                   Retained Personnel based upon acts or omissions committed in their  
2                   representative capacities.

3                   *Provided, however,* that this Order does not stay: (1) the commencement or  
4                   continuation of a criminal action or proceeding; (2) the commencement or  
5                   continuation of an action or proceeding by a governmental unit to enforce such  
6                   governmental unit's police or regulatory power; or (3) the enforcement of a  
7                   judgment, other than a money judgment, obtained in an action or proceeding by a  
8                   governmental unit to enforce such governmental unit's police or regulatory power.

9                   **XIX. COMPENSATION OF RECEIVER**

10                  **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by  
11                  the Receiver as herein authorized, including counsel to the Receiver and  
12                  accountants, are entitled to reasonable compensation for the performance of duties  
13                  pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by  
14                  them, from the Assets now held by, in the possession or control of, or which may  
15                  be received by, the Receivership Entities. The Receiver shall file with the Court  
16                  and serve on the parties periodic requests for the payment of such reasonable  
17                  compensation, with the first such request filed no more than sixty (60) days after  
18                  the date of entry of this Order. The Receiver shall not increase the hourly rates  
19                  used as the bases for such fee applications without prior approval of the Court.

20                  **XX. RECEIVER'S BOND**

21                  **IT IS FURTHER ORDERED** that the Receiver is not required to file a  
22                  bond at this time.

23                  **XXI. RECEIVER'S REPORTS**

24                  **IT IS FURTHER ORDERED** that the Receiver shall report to this Court  
25                  on or before any date set for a hearing on whether a Preliminary Injunction should  
26                  issue, regarding (1) the steps taken by the Receiver to implement the terms of this  
27                  Order; (2) the value of all liquidated and unliquidated assets of the Receivership

1 Entities; (3) the sum of all liabilities of the Receivership Entities; (4) the steps the  
2 Receiver intends to take in the future to (a) prevent any diminution in the value of  
3 assets of the Receivership Entities, (b) pursue receivership assets from third  
4 parties, and (c) adjust the liabilities of the Receivership Entities, if appropriate; (5)  
5 whether the business of the Receivership Entities can be operated lawfully and  
6 profitably; and (6) any other matters that the Receiver believes should be brought  
7 to the Court's attention. *Provided, however,* that if any of the required information  
8 would hinder the Receiver's ability to pursue receivership assets, the portions of  
9 the Receiver's report containing such information may be filed under seal and not  
10 served on the parties.

11                   **XXII. DISTRIBUTION OF ORDER BY DEFENDANTS**

12                   **IT IS FURTHER ORDERED** that Defendants shall immediately provide a  
13 copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor,  
14 assign, member, officer, director, employee, agent, independent contractor, client,  
15 attorney, spouse, subsidiary, division, and representative of any Defendant, and  
16 shall, within ten (10) days from the date of entry of this Order, provide the FTC  
17 and the Receiver with a sworn statement that this provision of the Order has been  
18 satisfied, which statement shall include the names, physical addresses, phone  
19 number, and email addresses of each such person or entity who received a copy of  
20 the Order. Furthermore, Defendants shall not take any action that would  
21 encourage officers, agents, members, directors, employees, salespersons,  
22 independent contractors, attorneys, subsidiaries, affiliates, successors, assigns, or  
23 other persons or entities in active concert or participation with them to disregard  
24 this Order or believe that they are not bound by its provisions.

25                   **XXIII. EXPEDITED DISCOVERY**

26                   **IT IS FURTHER ORDERED** that, notwithstanding the provisions of the  
27 Fed. R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P.

1 30(a), 33, 34, and 45, the FTC and the Receiver are granted leave, at any time after  
2 service of this Order, to conduct limited expedited discovery for the purpose of  
3 discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2)  
4 the nature, location, and extent of Defendants' business transactions and  
5 operations; (3) Documents reflecting Defendants' business transactions and  
6 operations; or (4) compliance with this Order. The limited expedited discovery set  
7 forth in this Section shall proceed as follows:

- 8 A. The FTC and the Receiver may take the deposition of parties and non-  
9 parties. Forty-eight (48) hours' notice shall be sufficient notice for such  
10 depositions. The limitations and conditions set forth in Rules 30(a)(2)(A)  
11 and 31(a)(2)(A) of the Federal Rules of Civil Procedure regarding  
12 subsequent depositions of an individual shall not apply to depositions  
13 taken pursuant to this Section. Any such deposition taken pursuant to  
14 this Section shall not be counted towards the deposition limit set forth in  
15 Rules 30(a)(2)(A) and 31(a)(2)(A), and depositions may be taken by  
16 telephone or other remote electronic means;
- 17 B. The FTC and the Receiver may serve upon parties requests for  
18 production of Documents or inspection that require production or  
19 inspection within five (5) days of service, *provided, however,* that three  
20 (3) days of notice shall be deemed sufficient for the production of any  
21 such Documents that are maintained or stored only in an electronic  
22 format;
- 23 C. The FTC and the Receiver may serve upon parties interrogatories that  
24 require response within five (5) days after the FTC serves such  
25 interrogatories;
- 26 D. The FTC and the Receiver may serve subpoenas upon non-parties that  
27 direct production or inspection within five (5) days of service;

E. Service of discovery upon a party to this action, taken pursuant to this Section, shall be sufficient if made by facsimile, email, or by overnight delivery;

F. Any expedited discovery taken pursuant to this Section is in addition to, and is not subject to, the limits on discovery set forth in the Federal Rules of Civil Procedure and the Local Rules of this Court. The expedited discovery permitted by this Section does not require a meeting or conference of the parties, pursuant to Rules 26(d) & (f) of the Federal Rules of Civil Procedure:

G. The Parties are exempted from making initial disclosures under Fed. R. Civ. P. 26(a)(1) until further order of this Court.

## **XXIV. SERVICE OF THIS ORDER**

**IT IS FURTHER ORDERED** that copies of this Order as well as the Motion for Temporary Restraining Order and all other pleadings, Documents, and exhibits filed contemporaneously with that Motion (other than the complaint and summons), may be served by any means, including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of the FTC, by any law enforcement agency, or by private process server, upon any Defendant or any person (including any financial institution) that may have possession, custody, or control of any Asset or Document of any Defendant, or that may be subject to any provision of this Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section, service upon any branch, subsidiary, affiliate or office of any entity shall effect service upon the entire entity.

## **XXV. CORRESPONDENCE AND SERVICE ON THE FTC**

**IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence and service of pleadings on the FTC shall be addressed to Quinn

1 Martin and Jason Sanders, 600 Pennsylvania Avenue, Mail Drop CC-10232,  
2 Washington, D.C. 20580, email qmartin@ftc.gov and jsanders1@ftc.gov.

3 **XXVI. RETENTION OF JURISDICTION**

4 **IT IS FURTHER ORDERED** that that this Court shall retain jurisdiction  
5 of this matter for all purposes.  
6

7 **IT IS SO ORDERED.**

8  
9  
10 Dated: March 18, 2025



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11 Honorable Hernán D. Vera  
12 United States District Judge  
13 Central District of California  
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